

SKAPIK LAW GROUP  
Mark J. Skapik (SBN 164957)  
Geraldyn L. Skapik (SBN 145055)  
Blair J. Berkley (SBN 222293)  
Matthew T. Falkenstein (SBN 333302)  
5861 Pine Avenue, Suite A-1  
Chino Hills, California 91709  
Telephone: (909) 398-4404  
Facsimile: (909) 398-1883

Attorneys for Plaintiff Constantino Joshua Acevedo III

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
EASTERN DIVISION

CONSTANTINO JOSHUA ACEVEDO  
III, an individual,

Plaintiff,

vs.

CITY OF FONTANA; JULIO  
LANDAVERDE, an individual; JOSE  
RODRIGUEZ, an individual; DOES 1-10,  
inclusive,

Defendants.

Case No.: 5:23-cv-01923-JGB (SHKx)

[Assigned to Hon. Jesus G. Bernal –  
Courtroom 1]

**STIPULATED PROTECTIVE ORDER**

Trial Date: February 24, 2026  
Action Filed: September 20, 2023

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends only to  
2 the limited information or items that are entitled to confidential treatment under the  
3 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,  
4 below, that this Stipulated Protective Order does not entitle them to file confidential  
5 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
6 followed and the standards that will be applied when a party seeks permission from the  
7 court to file material under seal.

8 **B. GOOD CAUSE STATEMENT**

9 This action is likely to involve confidential and personal medical and mental health  
10 information of the Plaintiff, the disclosure of which could cause severe harm, shame, and  
11 embarrassment to the same. Such confidential materials and information consist of,  
12 among other things, confidential medical records, personal information, testimony from  
13 Plaintiff's treating experts in other unrelated matters, and information otherwise generally  
14 unavailable to the public, or which may be privileged or otherwise protected from  
15 disclosure under state or federal statutes, court rules, case decisions, or common law.  
16 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
17 disputes over confidentiality of discovery materials, to adequately protect information the  
18 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable  
19 necessary uses of such material in preparation for and in the conduct of trial, to address  
20 their handling at the end of the litigation, and serve the ends of justice, a protective order  
21 for such information is justified in this matter. It is the intent of the parties that  
22 information will not be designated as confidential for tactical reasons and that nothing be  
23 so designated without a good faith belief that it has been maintained in a confidential,  
24 non-public manner, and there is good cause why it should not be part of the public record  
25 of this case.

## 2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.





1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
2 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
3 Order must be clearly so designated before the material is disclosed or produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic  
6 documents, but excluding transcripts of depositions or other pretrial or  
7 trial proceedings), that the Producing Party affix at a minimum  
8 the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to  
9 each page that contains protected material. If only a portion or portions of the  
10 material on a page qualifies for protection, the Producing Party also must clearly  
11 identify the protected portion(s) (e.g., by making appropriate markings in the  
12 margins). A Party or Non-Party that makes original documents available for  
13 inspection need not designate them for protection until after the inspecting Party  
14 has indicated which documents it would like copied and produced. During the  
15 inspection and before the designation, all of the material made available for  
16 inspection shall be deemed “CONFIDENTIAL.” After the inspecting  
17 Party has identified the documents it wants copied and produced, the  
18 Producing Party must determine which documents, or portions thereof, qualify for  
19 protection under this Order. Then, before producing the specified  
20 documents, the Producing Party must affix the “CONFIDENTIAL legend”  
21 to each page that contains Protected Material. If only a portion or portions of the  
22 material on a page qualifies for protection, the Producing Party also must clearly  
23 identify the protected portion(s) (e.g., by making appropriate markings in the  
24 margins).

25 (b) for testimony given in depositions that the Designating Party identify the  
26 Disclosure or Discovery Material on the record, before the close of the

1 deposition all protected testimony.

2 (c) for information produced in some form other than documentary and for any  
3 other tangible items, that the Producing Party affix in a prominent place on the  
4 exterior of the container or containers in which the information is stored the  
5 legend “CONFIDENTIAL.” If only a portion or portions of the information  
6 warrants protection, the Producing Party, to the extent practicable, shall identify  
7 the protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive  
10 the Designating Party’s right to secure protection under this Order for such material.  
11 Upon timely correction of a designation, the Receiving Party must make reasonable  
12 efforts to assure that the material is treated in accordance with the provisions of this  
13 Order.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court’s  
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process under Local Rule 37.1 et seq.

20 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
21 Designating Party. Frivolous challenges, and those made for an improper purpose  
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
23 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
24 withdrawn the confidentiality designation, all parties shall continue to afford the  
25 material in question the level of protection to which it is entitled under the  
26 Producing Party’s designation until the Court rules on the challenge.



- 1 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
2 to whom disclosure is reasonably necessary for this Action and who have signed  
3 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
4 (g) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;  
6 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action  
7 to whom disclosure is reasonably necessary provided: (1) the deposing party  
8 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they  
9 will not be permitted to keep any confidential information unless they sign  
10 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
11 otherwise agreed by the Designating Party or ordered by the court. Pages of  
12 transcribed deposition testimony or exhibits to depositions that reveal Protected  
13 Material may be separately bound by the court reporter and may not be disclosed  
14 to anyone except as permitted under this Stipulated Protective Order; and  
15 (i) any mediator or settlement officer, and their supporting personnel,  
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
18 PRODUCED IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation that  
20 compels disclosure of any information or items designated in this Action as  
21 “CONFIDENTIAL,” that Party must:

- 22 (a) promptly notify in writing the Designating Party. Such notification shall  
23 include a copy of the subpoena or court order;  
24 (b) promptly notify in writing the party who caused the subpoena or order to issue  
25 in the other litigation that some or all of the material covered by the  
26

1 subpoena or order is subject to this Protective Order. Such notification shall  
2 include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the Designating Party whose Protected Material may be affected. If the  
5 Designating Party timely seeks a protective order, the Party served with the  
6 subpoena or court order shall not produce any information designated in this  
7 action as "CONFIDENTIAL" before a determination by the court from which the  
8 subpoena or order issued, unless the Party has obtained the Designating Party's  
9 permission. The Designating Party shall bear the burden and expense of seeking  
10 protection in that court of its confidential material and nothing in these provisions  
11 should be construed as authorizing or encouraging a Receiving Party in this  
12 Action to disobey a lawful directive from another court.

13 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a Non-  
16 Party in this Action and designated as "CONFIDENTIAL." Such information  
17 produced by Non-Parties in connection with this litigation is protected by  
18 the remedies and relief provided by this Order. Nothing in these provisions should  
19 be construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to  
21 produce a Non-Party's confidential information in its possession, and the Party is  
22 subject to an agreement with the Non-Party not to produce the Non-  
23 Party's confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-Party that  
25 some or all of the information requested is subject to a  
26 confidentiality agreement with a Non-Party;

- (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may  
3 be established in an e-discovery order that provides for production without prior  
4 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
5 parties reach an agreement on the effect of disclosure of a communication or  
6 information covered by the attorney-client privilege or work product protection, the  
7 parties may incorporate their agreement in the stipulated protective order submitted to  
8 the court.

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
13 Protective Order no Party waives any right it otherwise would have to object to disclosing  
14 or producing any information or item on any ground not addressed in this Stipulated  
15 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
16 evidence of any of the material covered by this Protective Order.

17 12.3 Filing Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only  
19 be filed under seal pursuant to a court order authorizing the sealing of the specific  
20 Protected Material at issue. If a Party's request to file Protected Material under seal is  
21 denied by the court, then the Receiving Party may file the information in the public  
22 record unless otherwise instructed by the court.

23 13. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within 60 days  
25 of a written request by the Designating Party, each Receiving Party must return all  
26 Protected Material to the Producing Party or destroy such material. As used in this

subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

///

///

///

///

///

///

///

///

///

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

SKAPIK LAW GROUP

Dated: May 13, 2025

By: /s/ Matthew T. Falkenstein

Mark J. Skapik  
Geraldyn L. Skapik  
Blair J. Berkley  
Matthew T. Falkenstein<sup>1</sup>  
Attorneys for Plaintiffs  
CONSTANTINO JOSHUA  
ACEVEDO III

DATED: May 13, 2025

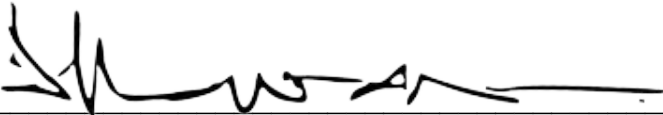
LYNBERG & WATKINS

By: /s/ Delaney N. Kennedy

**S. FRANK HARRELL**  
**JESSE K. COX**  
**DELANEY N. KENNEDY**  
Attorneys for Defendants  
CITY OF FONTANA, JOSE RODRIGUEZ,  
and JULIO LANDAVERDE

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: May 20, 2025



Hon. Shashi H. Kewalramani  
United States Magistrate Judge

<sup>1</sup> Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of \_\_\_\_\_ [Acevedo v. City of Fontana, et al., 5:23-cv-01923-JGB (SHKx)]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint [print or type full name] of [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_